

21st National Veterans Wheelchair Games – Kids Day
WAIVER & RELEASE OF LIABILITY/PUBLICITY RELEASE

Read before signing

In consideration of being allowed to participate in the above-named Games – Kids Day, related events, and activities, I, _____, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in these Games - Kids Day event is significant, including the potential for serious bodily injury, including death, and property damage. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS, and assume full responsibility for my participation.
2. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
3. I, for myself and on behalf of my heirs, assigns, personal representatives, administrators, and next of kin, HEREBY RELEASE, HOLD HARMLESS, covenant not to sue, AND FOREVER DISCHARGE, the United States Government; the Department of Veterans Affairs (VA); the Paralyzed Veterans of America (PVA); Eastern Paralyzed Veterans Association (EPVA); NY City Parks & Recreation; Invacare Corp.; The Ricon Group; their officers, directors, officials, members, agents, and employees; and any and all sponsoring agencies, sponsors, advertisers, owners, and lessors of premises used to conduct the Games – Kids Day, related events, and activities; and, officials, volunteers, and other participants of the 21st National Veterans Wheelchair Games – Kids Day (“RELEASEES”), from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the RELEASEES, or otherwise.
4. I consent to medical treatment in the case of emergency. I agree to assume full responsibility for payment of any and all fees incurred as a result of such medical treatment.
5. I voluntarily and without compensation authorize pictures and/or voice recording(s) to be made of me by or on behalf of VA, PVA, U.S. military publications, Sports 'n Spokes, PN/Paraplegia News, and other magazines, veterans publications, newspapers, and broadcast media, etc., while I am a participant in the 21st National Veterans Wheelchair Games – Kids Day. I authorize any or all of the above to publicize and/or display such photographs and recordings, or to provide such photographs and recordings to others of their choosing for display, without notice or payment of any royalty, fee, or other compensation of any character to me for the use of my picture and/or voice. I understand that the said picture(s) and/or voice recording(s) are intended to publicize and give recognition to the National Veterans Wheelchair Games – Kids Day. Also, I authorize storage of my registration and event data in the electronic media.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature_____

Name (Please print)_____

Date Signed ____/____/____

For Participants Under the Age of 18

This is to certify that I, _____, the undersigned, am the (parent and natural guardian or legal guardian) of

_____.

I acknowledge that I have read and understand the above document and am fully aware of the legal consequences of signing this instrument. I hereby represent that I am, in fact, acting in such capacity and agree to save and hold harmless and indemnify each of the above RELEASEES from any and all liability, loss, cost, claim, or damage whatsoever (including reasonable attorneys' fees) that may be imposed upon them because of any defect in or lack of such capacity to so act, on behalf of my child, my child's other parent(s) and guardians. I consent and agree to my child's participation in this event, and I consent and agree to my child's release as provided above of all the RELEASEES, and for myself, my heirs, assigns, personal representatives, and next of kin, I release and agree to indemnify and hold harmless the RELEASEES from any and all liabilities incident to my minor child's involvement or participation in this shoot as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

I hereby give permission for the staff of the RELEASEES to seek, during the period of the program, emergency medical attention for my child, and for the medical attention to be given in the event of accident, injury, or illness. I agree to bear the full responsibility for the cost of such care.

Parent/Guardian Signature

Date

Emergency Telephone Number

Child's Date of Birth

Child's Insurance Co.

Policy Number